

THE MORTNER LAW OFFICES
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MITCHELL BERK, JEROLD BLATT, MICHELE S.
BLATT, MITCHELL BLATT, NAT BLATT, MINDY
CHERMAK, SUSAN GREENBAUM, ALEX
KANNER, JOSEPH KANNER, WILLIAM
LOCANTRO, THELMA MORRIS, JOSEPH
NICOLICH, VINA NICOLICH, ANDREW
QUENTZEL, NORMAN RICH, JOAN SAVASTA,
RANDY SCHLEGER, DAVID SCILLIERI, ESQ.,
MARIE C. SELSER, ROBERT C. SELSER, ESQ.,
RONALD SPAULDING, AND JOHN AND JANE
DOES,

Plaintiffs,

HMC INTERNATIONAL, LLC, ROBERT M.
MASSIMI, BRET A. GREBOW, JAIME L.
MASSIMI f/k/a JAIME ELLIOTT, AMELIA
MASSIMI, GREGORY MASSIMI, RICHARD
MASSIMI, FREDERICK MASSIMI, AMELIA
MASSIMI, ROBERT GREBOW, BRUNO
DIBELLO & CO, LLC, ESSEX-MORGAN LLC,
SCHONFELD SECURITIES, LLC F/K/A
BROADWAY TRADING AND JOHN DOES 1-
10,

Defendants.

DOCKET NO. 07-0181-JLT KM(JAD)

RECEIVED

MAR 01 2013

AT 8:30 _____ M
WILLIAM T WALSH, CLERK

**STIPULATION AND CONSENT ORDER OF DISMISSAL WITH PREJUDICE AS TO DEFENDANT
AMELIA MASSIMI**

The matter in the above-captioned action having been amicably adjusted by and
between Plaintiffs and Defendant Amelia Massimi, It is hereby stipulated and agreed that that

this matter be dismissed against Defendant Amelia Massimi with prejudice and without costs as to the parties hereto.

PLAINTIFFS AND DEFENDANT AMELIA MASSIMI FURTHER STIPULATE TO AND AGREE TO THE FOLLOWING:

1. Amelia Massimi agrees to comply with requests submitted by Plaintiffs to her counsel by subpoena for all reasonable post-judgment discovery arising out of this action and involving any of the other defendants herein.
2. Robert C. Pierce, Esq., counsel for Amelia Massimi, is authorized to accept service on behalf of Amelia Massimi for any and all post-judgment discovery requests submitted by Plaintiffs to Amelia Massimi by subpoena.
3. Plaintiffs and Amelia Massimi agree to release all claims against each other arising out of this or related litigation. Except for the obligations created by and the rights expressly reserved within this Stipulation, the Parties do hereby and forever discharge each other and each of their predecessors, successors, assigns and heirs, of and from any and all manner of action or actions, cause or causes of action in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, whether past or present, known or unknown, fixed or contingent, based upon or relating to the subject matter of this or related litigation. It is the intention of the Parties that


the foregoing release shall be effective as a full and final accord and satisfaction, and as a bar to all claims referred to herein above.


If at any time, Amelia Massimi fails to comply with any of the aforementioned terms of this Stipulation, Plaintiffs reserve the right to make the appropriate application to this Court for enforcement of litigant's rights and other such relief as the Court deems fair and equitable upon prior written notice to Counsel for Amelia Massimi herein. *The Court retains jurisdiction for that purpose.*

DATED: FEBRUARY __, 2013

THE MORTNER LAW OFFICE, P.C.

LOUIS MIRON, ESQ.


BY: 
MOSHE MORTNER
COUNSEL FOR PLAINTIFFS

BY: 
ROBERT CARTER PIERCE, ESQ.
COUNSEL FOR DEFENDANT
AMELIA MASSIMI

BY: 
AMELIA MASSIMI

DATED: 2/19/13, 2013

SO ORDERED:


3/5/2013
s/Kevin McNulty